

Macquarie Point Multipurpose Stadium

Consolidated Plans

Consolidated Plan Set

Site Diagrams:

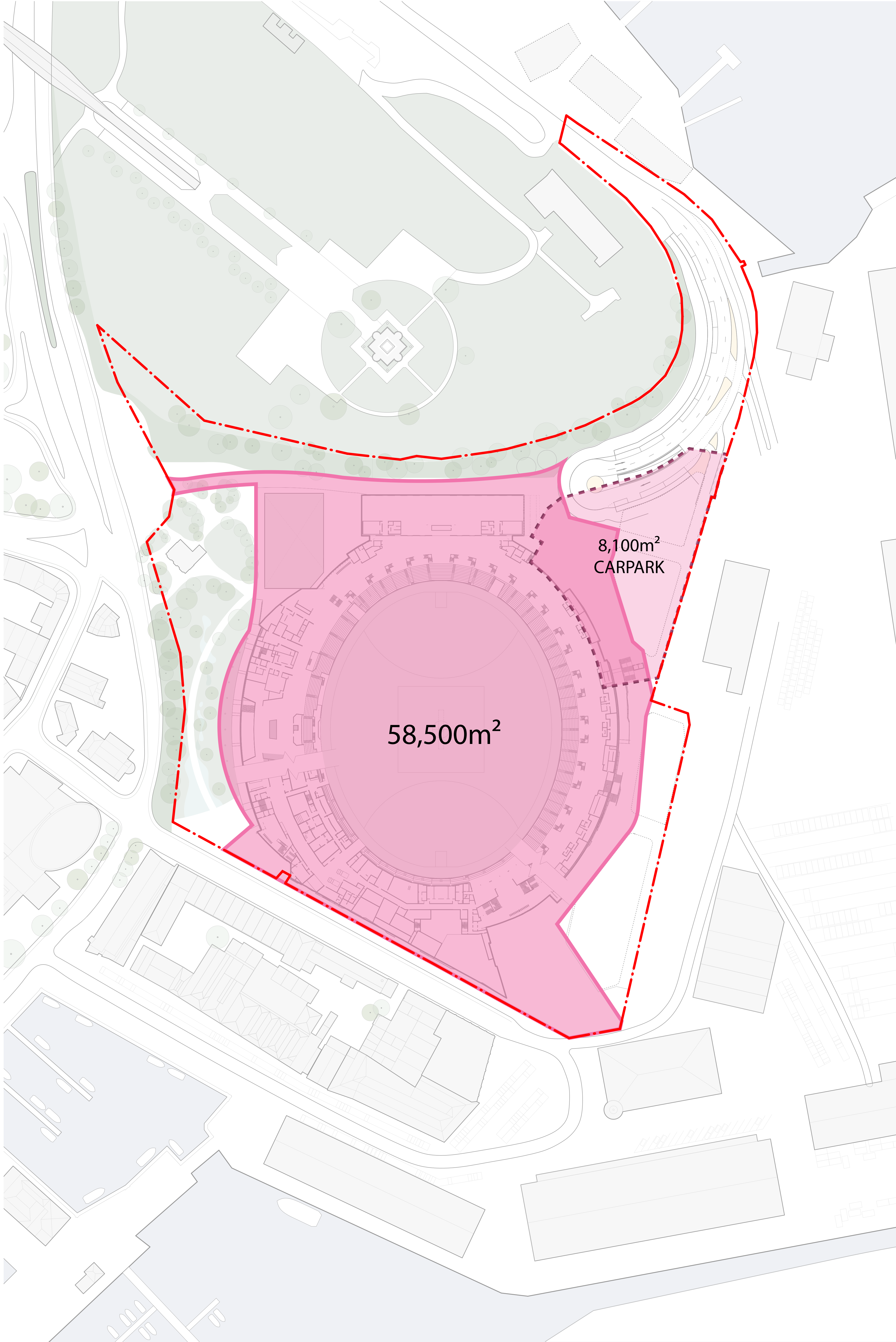
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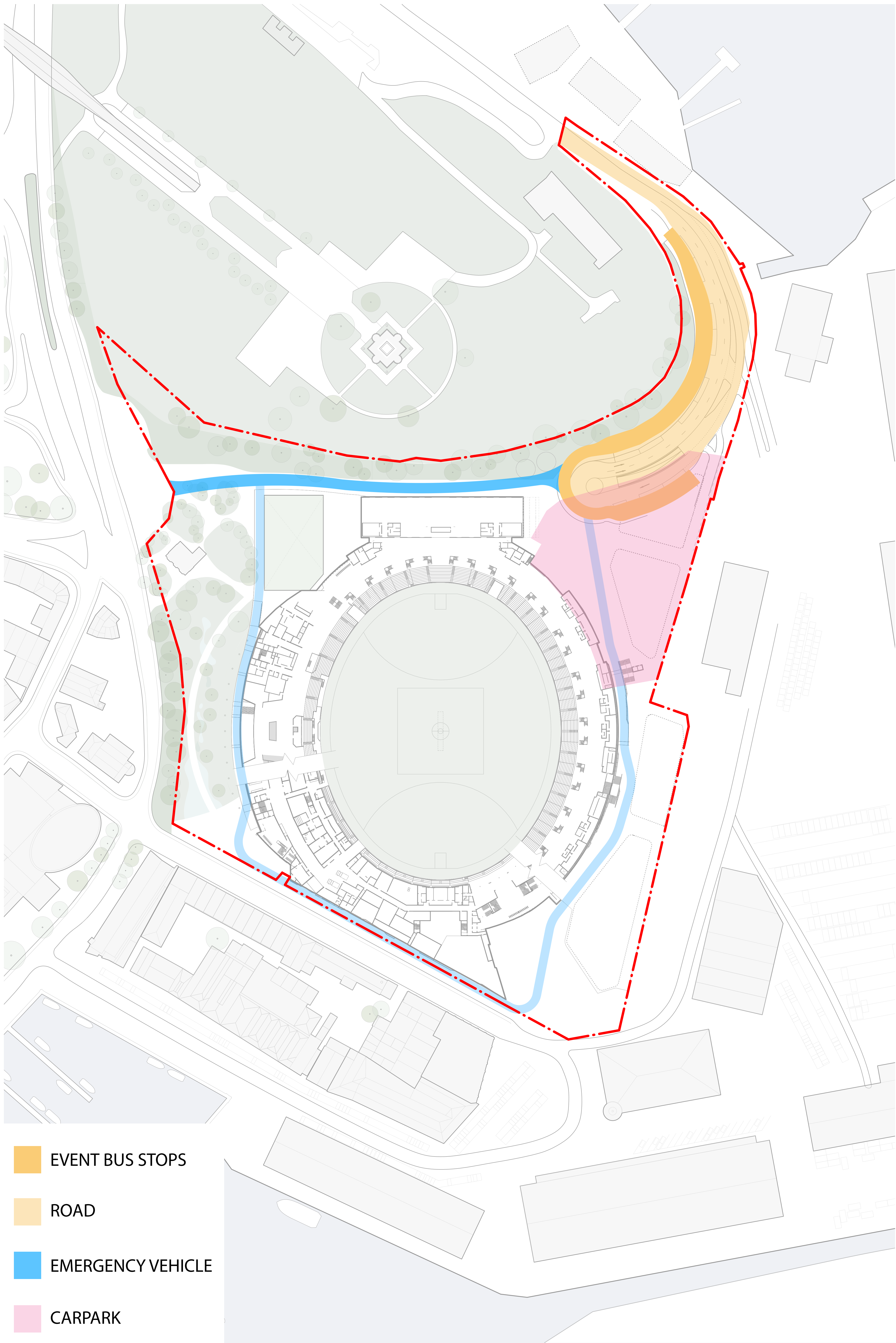
PoSS Scope

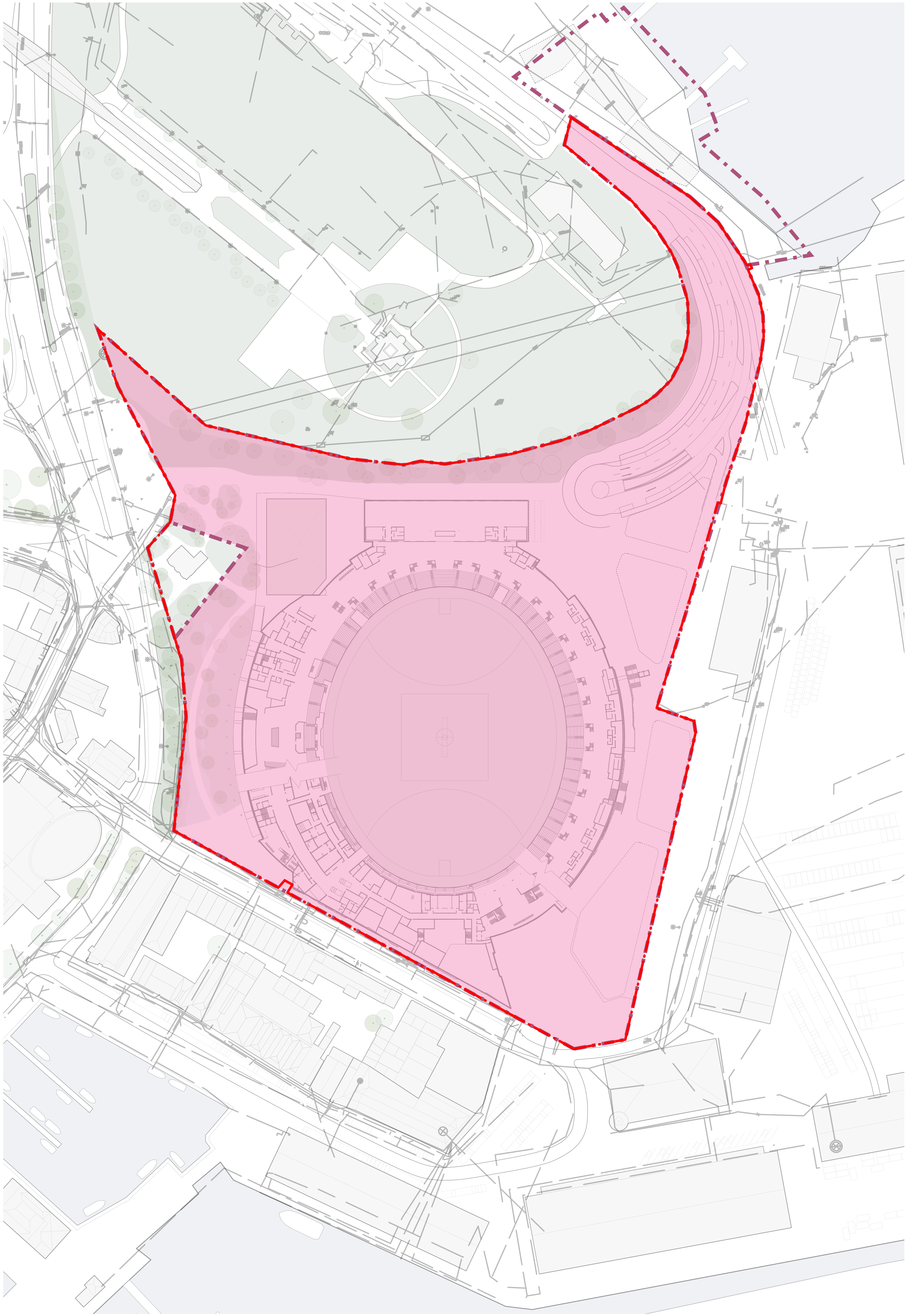
Services

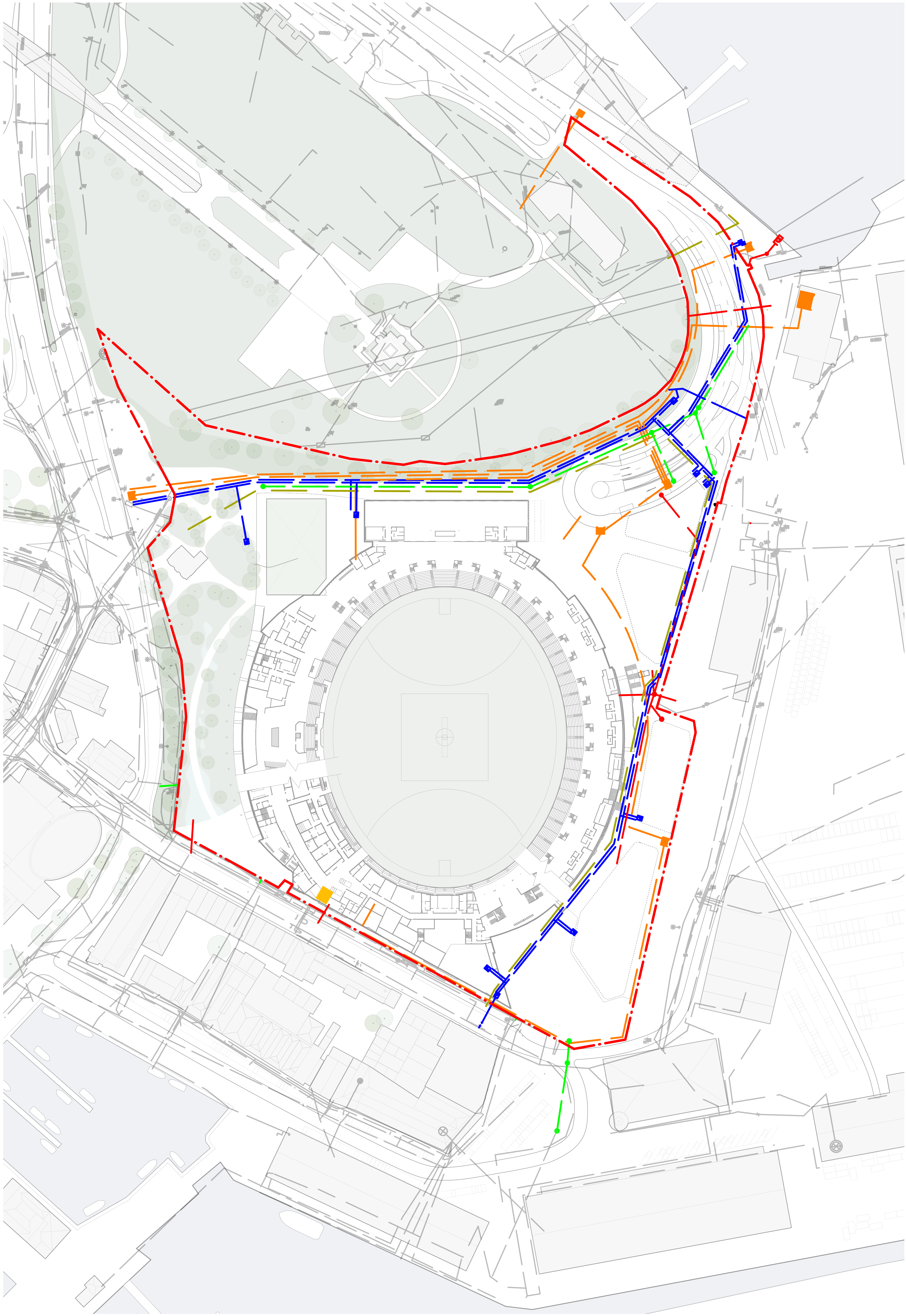
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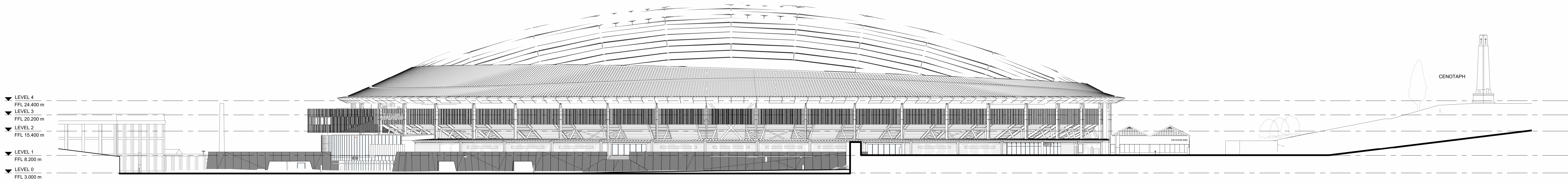
Elevations



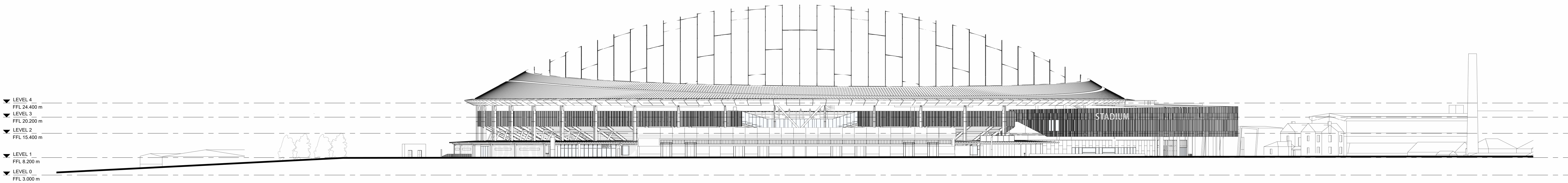








1 SITE SECTION NORTH - SOUTH
SCALE 1:500



2 SITE SECTION EAST - WEST
SCALE 1:500

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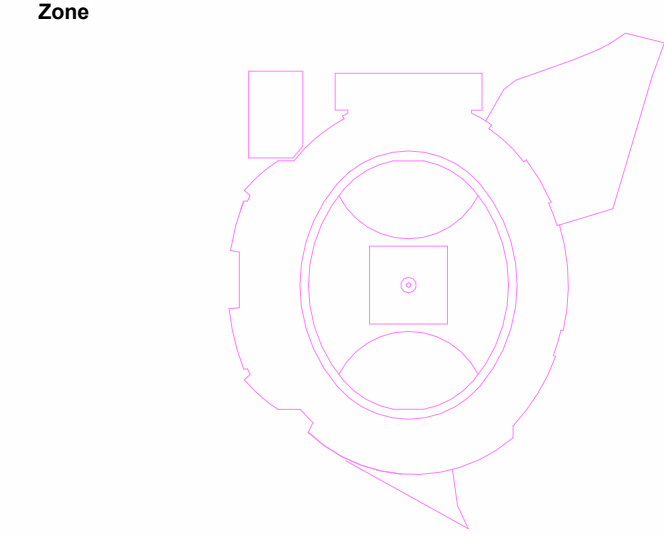
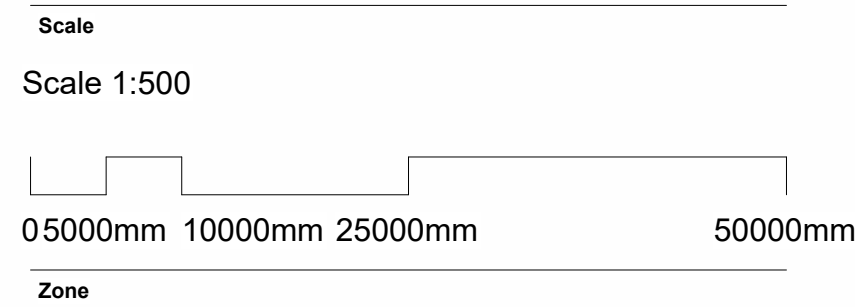
Rev	Description	By	Date

COX

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Client
Macquarie Point Development Corporation

Project No.
322070.00

Project
MACQUARIE POINT MULTIPURPOSE STADIUM
41 Evans St, Hobart TAS 7000

Acknowledgement
The Stadium Team acknowledge the traditional owners of this land, the Maori people, and pay respect to those that have passed before us. We acknowledge today's Tasmanian Aboriginal people, the Palawa, their Elders, and their enduring custodianship of Uluru/Warralja.

Drawing Title
SITE ELEVATIONS

Document Control Status:
DESIGN DEVELOPMENT - INTERIM ISSUE #1

Co-ordinated:	PP/MM	Drawn:	LO/PP/BS
Project Architect:	MM	Scale:	1:500 @ A0
Project Director:	AR/SH	Revision Date:	
Drawing Number:	MPMS-CXC-DR-01-AR-40-0000-1		
Revision:			

NOT TO BE USED FOR CONSTRUCTION

Consolidated Plan Set

Site Description / tiles and boundary maps

1.2 Site Description

1.2.1 The reports are to provide plans and a description of the project site and its surrounds

Titles and ownership

Title SP179192, owned by the Macquarie Point Development Corporation (MPDC), encompasses most of the Macquarie Point Site. Title SP129483, also owned by MPDC, will be merged with SP179192. Additionally, title SP20452, currently owned by the Crown, is in the process of being transferred to MPDC.

Along Evans Street, at the southern boundary of the Site, there are additional land titles that MPDC is currently discussing with relevant landowners to transfer to MPDC, with the exception of a small parcel owned by the City of Hobart. MPDC does not own the small triangular parcel of land on the southern boundary, this is owned by the City of Hobart. The current plans for the Stadium do not infringe upon this area.

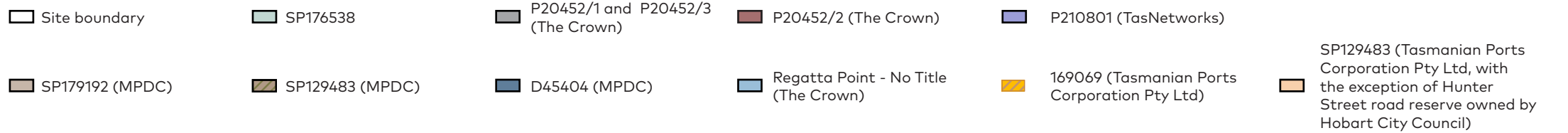
The title for the Crown land parcel at Regatta Point is currently under creation. On completion of the new title, the land will be transferred to MPDC.

In the north of the Site, SP176538 cuts through MPDC land and follows the course of the Hobart Rivulet underneath the Cenotaph. The Northern Suburbs Transit Corridor will be maintained.

In the immediate vicinity of the Site, Title SP129483 represents TasPorts land, encompassing all Port land to the south and east. This includes Hunter Street, which is owned by Hobart City Council. Title P20452, located at the north-western edge of the Site, incorporates portions of the road reserve along the Tasman Highway.



Figure 7: Site titles



1.2 Site Description

Titles and ownership

Site Boundaries

The Macquarie Point Site is oriented along the western bank of the Derwent River. The Site is bounded by the Hobart Cenotaph to the north, Davey Street to the west, Evans Street to the south, and TasPorts land and the Derwent River to the east, comprising a site area of approximately 10 hectares.

The Project of State Significance boundary encompasses the footprint of the Multipurpose Stadium, the external concourse and Stadium entry plazas for pedestrian circulation and emergency vehicles, practice cricket wickets, the relocated Goods Shed and underground car park.

Although the Stadium has a defined geographic boundary for the purposes of the PoSS, its zone of influence extends beyond this boundary to encompass the uses, spaces, places, movement, and function of the surrounding Site. This zone of influence includes the Bus Plaza and Northern Access Road, which do not form part of the PoSS.

The Site Master Plan - subject of a separate planning application - boundary encompasses the entire Macquarie Point Development Site.

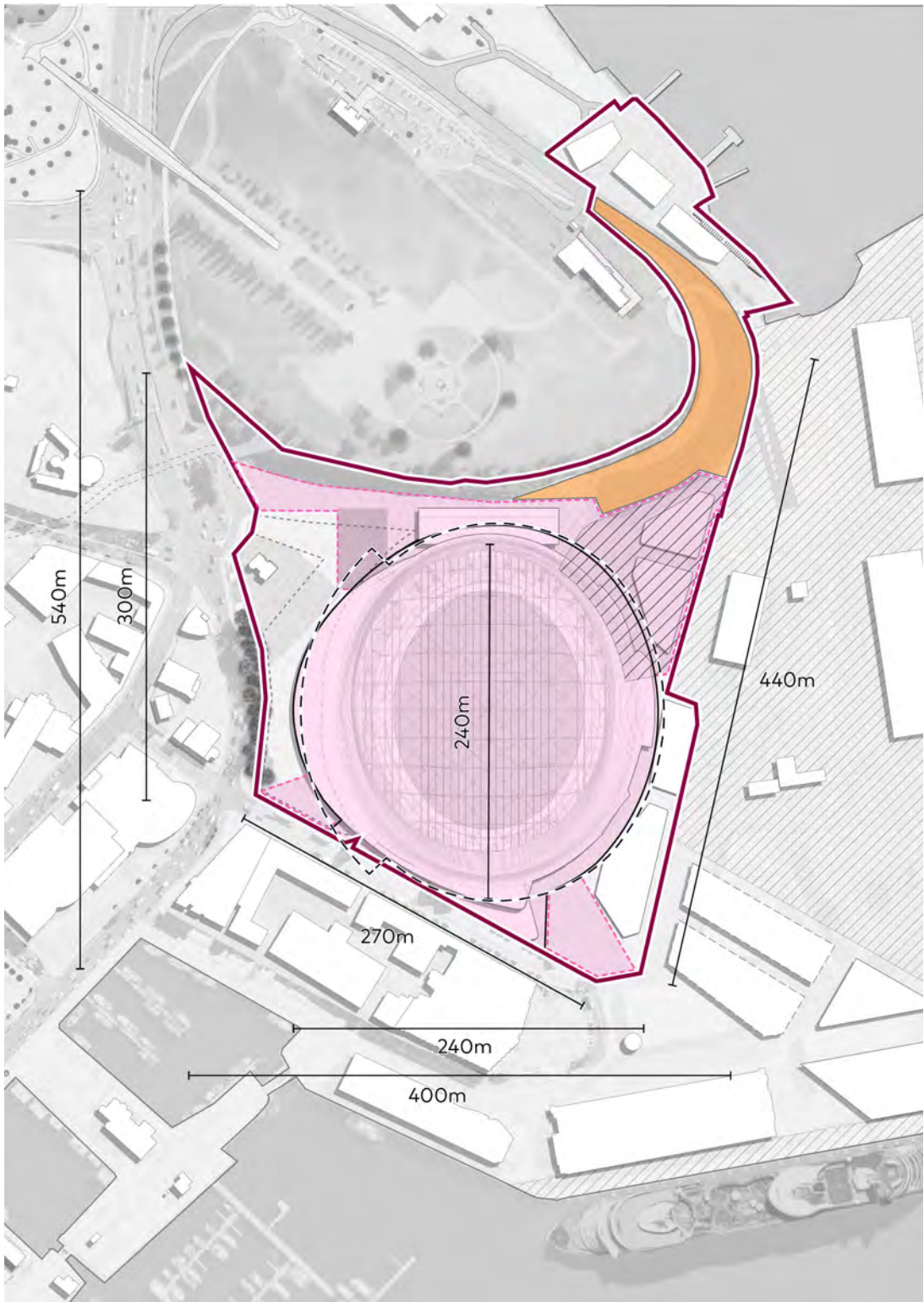


Figure 8: Site boundaries and dimensions

- | | |
|--|----------------------------|
| Project of State Significance boundary | Zone of Influence boundary |
| Ancillary Stadium functions within PoSS boundary | Underground car park |
| Original Illustrative Project of State Significance Boundary | Site Master Plan boundary |

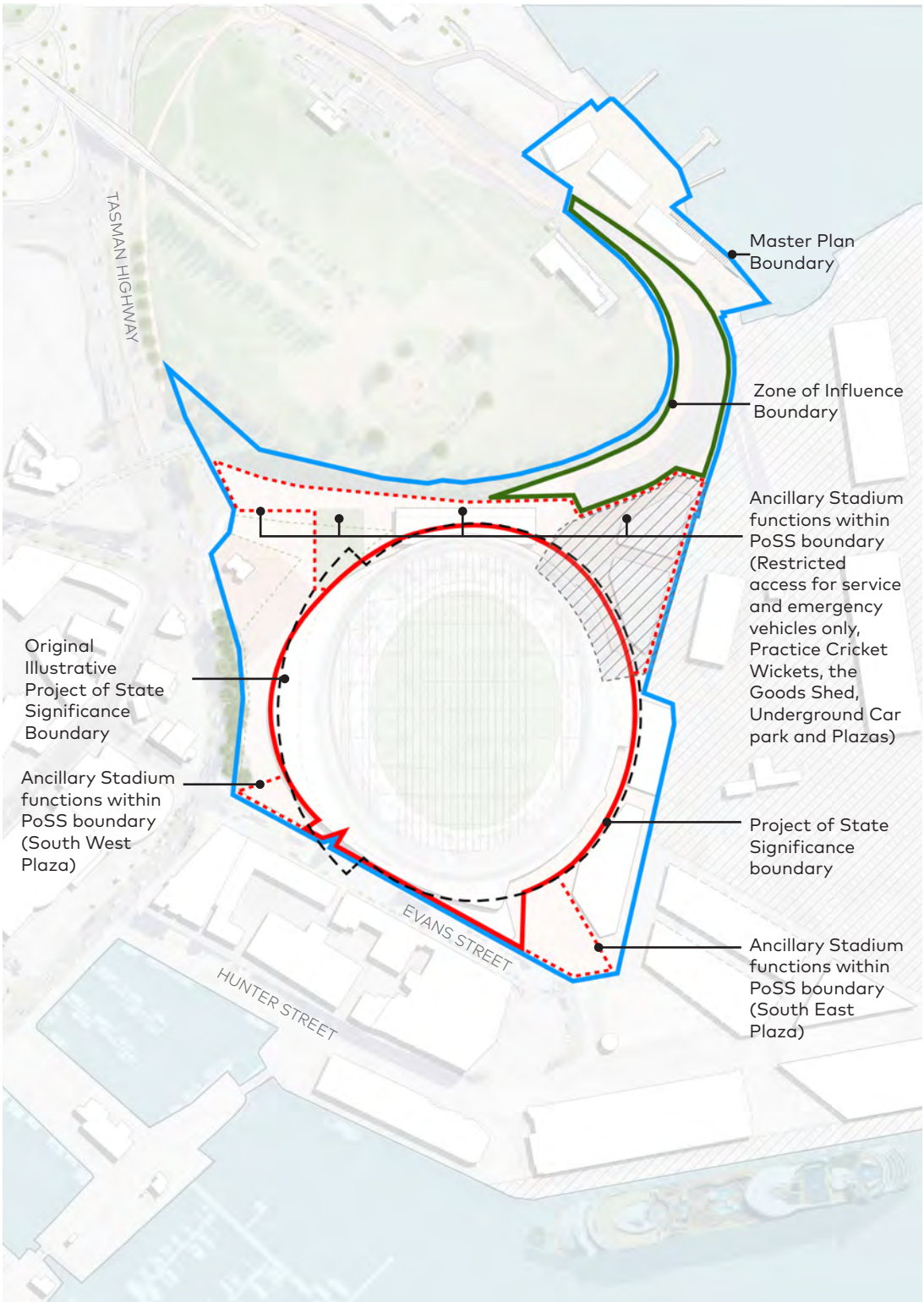


Figure 9: Site boundaries

- | | |
|--|----------------------------|
| Project of State Significance boundary | Zone of Influence boundary |
| Ancillary Stadium functions within PoSS boundary | Underground car park |
| Original Illustrative Project of State Significance Boundary | Site Master Plan boundary |

1.2 Site Description

Titles and ownership

Ownership of the project site and surrounding land

The Site comprises of authority freehold land that is owned and operated by MPDC or Crown Land.

The context of land tenure around the Site consists predominantly of land that is owned and operated directly by state or local government or through state government entities, while private freehold land is located west of Davey Street and along Evans Street to the south.

The lot immediately east of the Site comprises of authority freehold land under the management of the TasPorts state government agency. A lot between the Site and TasPorts is owned by TasWater encompassing their wastewater treatment plant. North of the Site, the lots are owned by local government. Public reserve land immediately south of the Site containing the UTAS School of Creative Arts.

Despite being operated or inhabited by different entities, the significant government land ownership of the Site and its surrounds offers the opportunity for collaboration and co-opting design directions to produce cohesive land uses and activities across the wider Mac Point Precinct.



Figure 10: Land ownership



1.3 Proposed use and development

Sections and Elevations

The proposed stadium is designed to fit within the Hobart CBD's built context using a dome-like, torus form. This design achieves the required height for events such as cricket at the central peak, with the roof sloping downward in all directions. It meets the minimum clear height requirements for both football and indoor cricket while minimising the overall bulk of the structure. As a result, the height at street level aligns with the scale of surrounding buildings, reducing the potential for overshadowing or impacting the Cenotaph and maintaining the urban landscape's integrity.

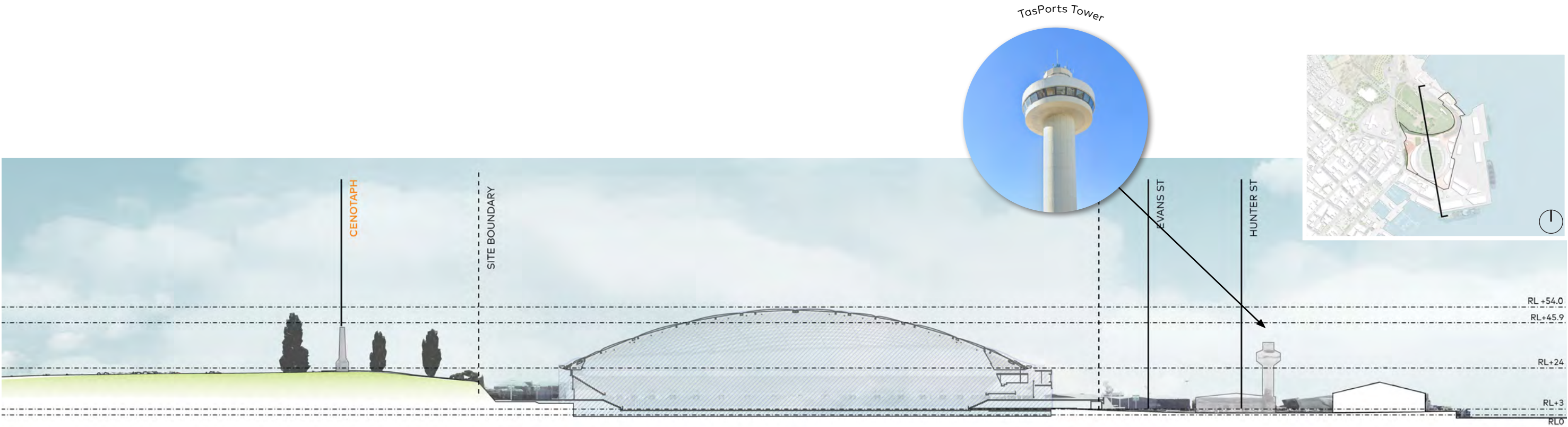
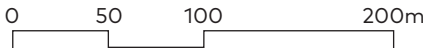


Figure 32: North-south section through Cenotaph and Macquarie Wharf

1:2000 @ A3



1.3 Proposed use and development

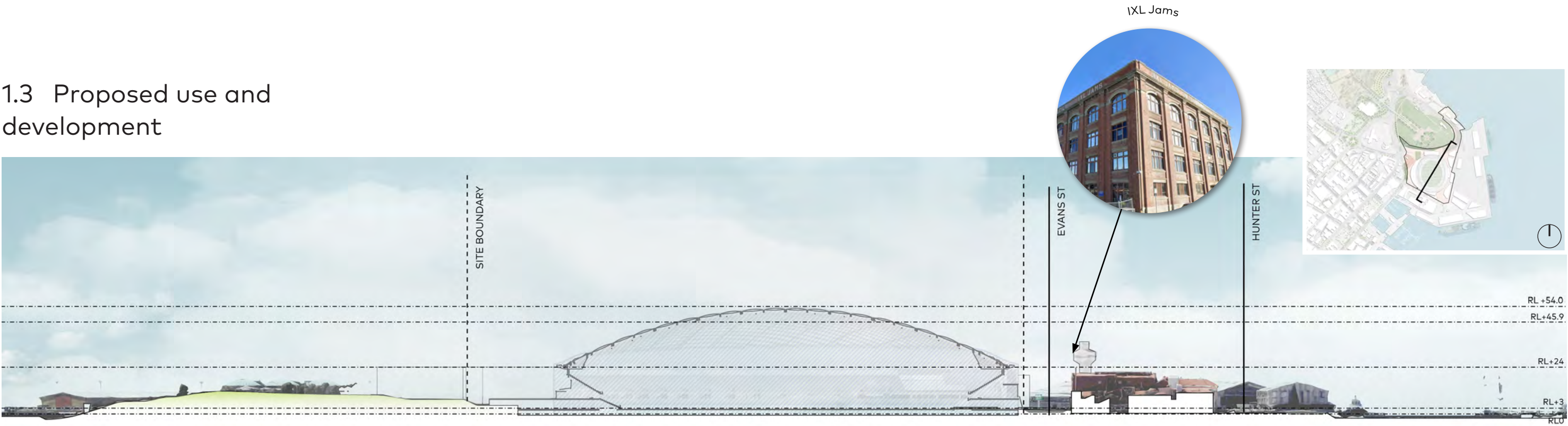


Figure 33: North east-south west section through Site and Evans Street

1:2000 @ A3

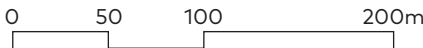
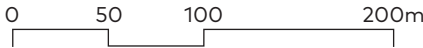


Figure 34: North east-south west section through Site and Constitution Dock

1:2000 @ A3



1.3 Proposed use and development

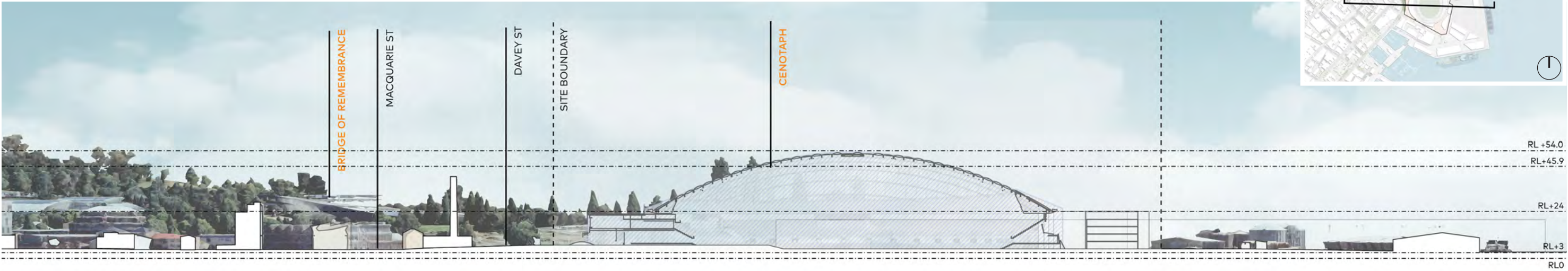


Figure 35: East-west section from Port lands to Collins Street
1:2000 @ A3

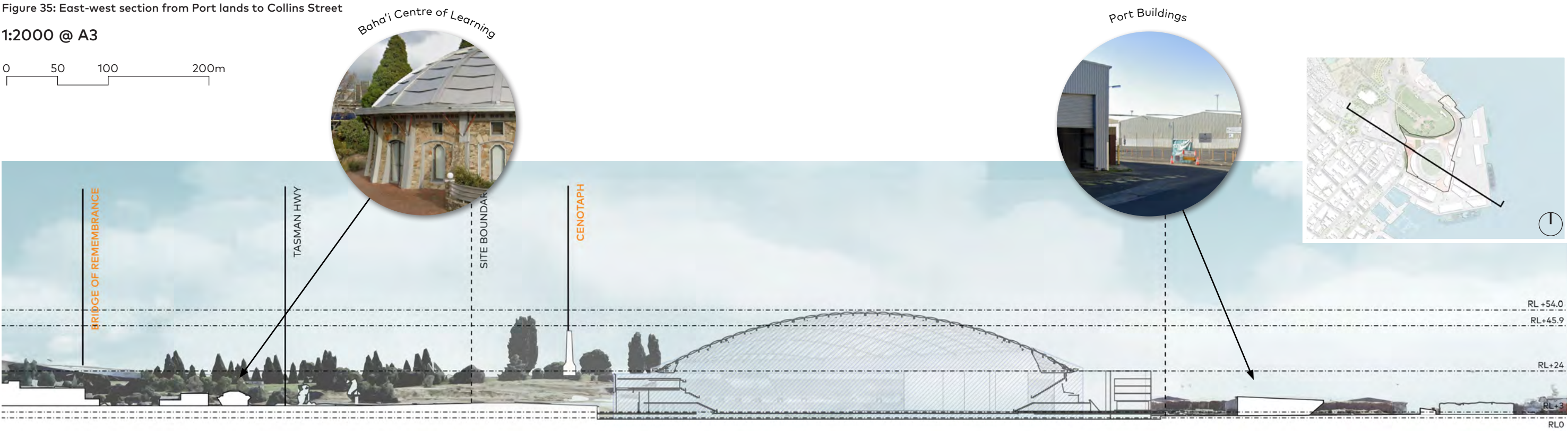
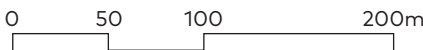
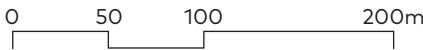


Figure 36: North west-south east section through former railway station Site and port
1:2000 @ A3



1.3 Proposed use and development

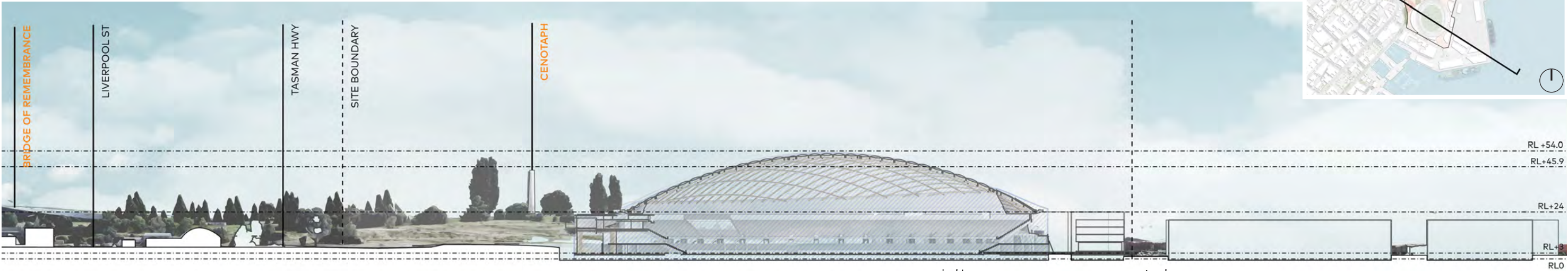


Figure 37: North west-south east section through former railway station Site and port

1:2000 @ A3

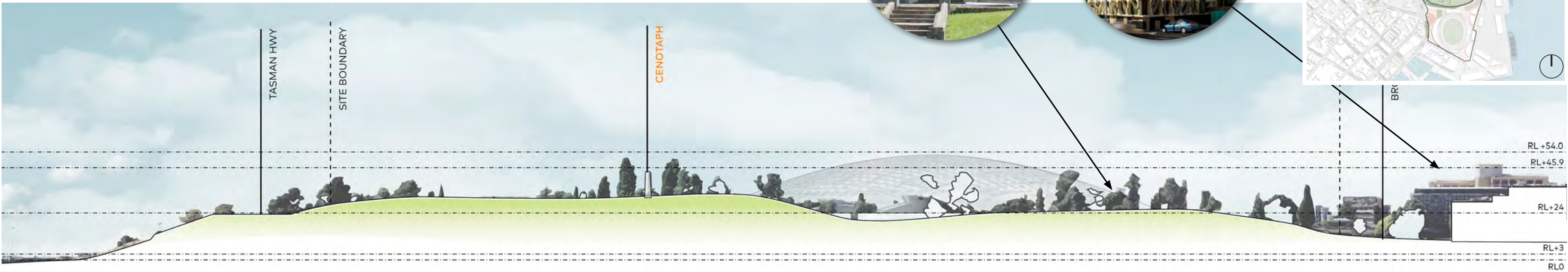
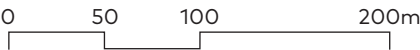
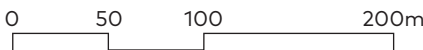


Figure 38: North east-south west section through Queen's Domain to the north of Site

1:2000 @ A3



1.3 Proposed use and development

Transport

Changes to existing transport assets

During events, Evans Street and Hunter Street will be closed to support additional pedestrian flows toward the CBD. Cyclists transiting through the Site will be diverted to the north, through the University Rose Garden and across the Bridge of Remembrance to reach the Intercity Cycleway. Here, temporary secure bicycle parking will be provided for those wishing to attend events.

On non-event days, Evans Street will continue to serve as access for vehicles to and from the Port and Cruise Terminal. These movements can be scheduled around the requirements for closing Evans Street for large events.



Figure 42: Changes to existing transport assets



1.3 Proposed use and development

Transport

Proposed Access and Circulation

The Northern Access Road has been designed to accommodate required vehicle access and mobility to the Port and the Stadium. The Northern Access Road will enter the Site as a loop road connecting to the Tasman Highway off Mcvilly Drive and distributing bus and service vehicle traffic to the Site. Access from the Northern Access Road leads to underground private vehicle parking within the Antarctic Facilities Zone. The public domain to the north of the Stadium will function as a shared pedestrian zone, with restricted access for service and emergency vehicles only, allowing for a continuous road connection between the Northern Access Road and Davey Street.

Vehicles will have direct access to the Port:

- via a separate lane on the Northern Access Road, distinct from general traffic accessing the Stadium and its surroundings
- via managed local vehicle access on Evans Street.

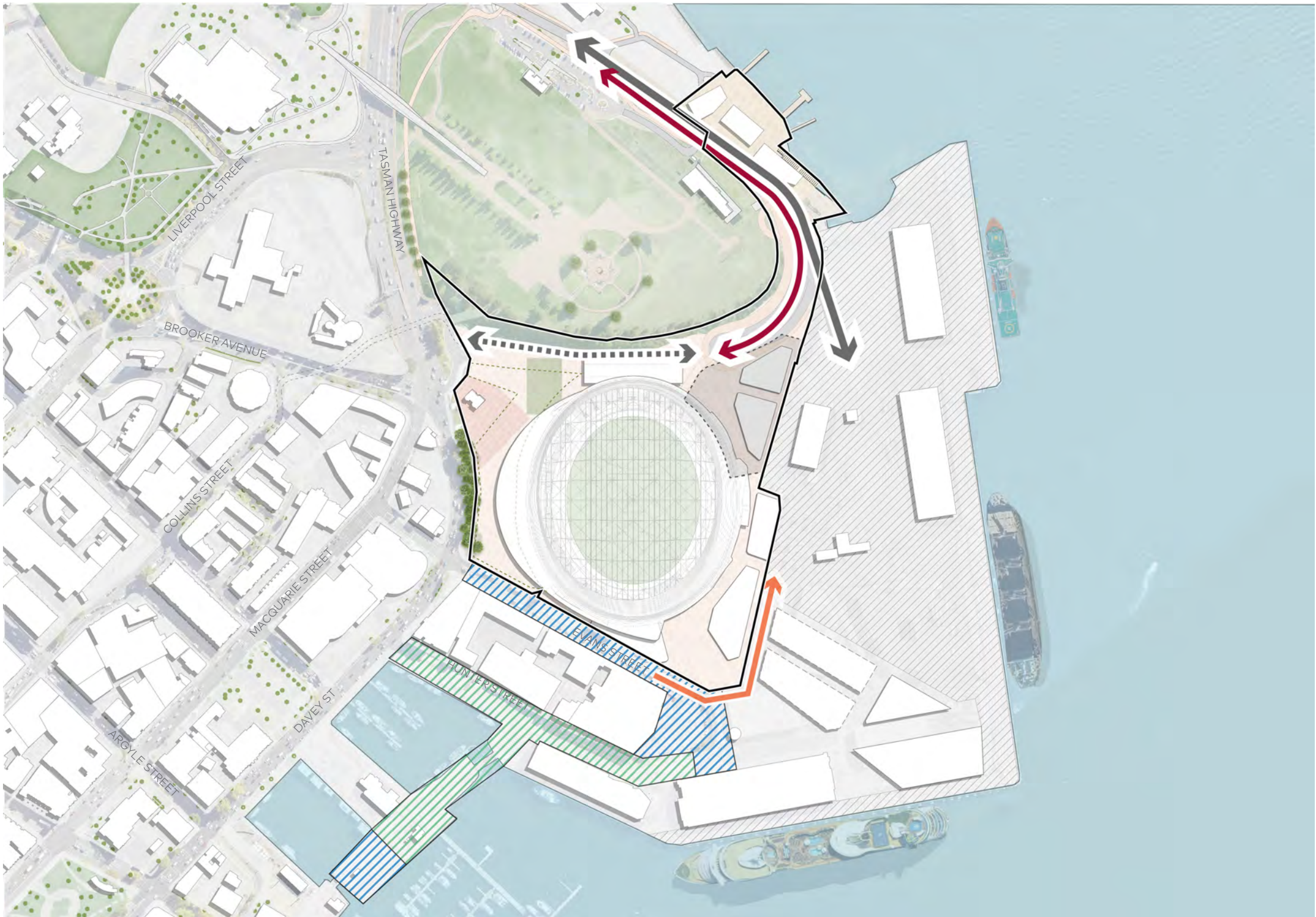
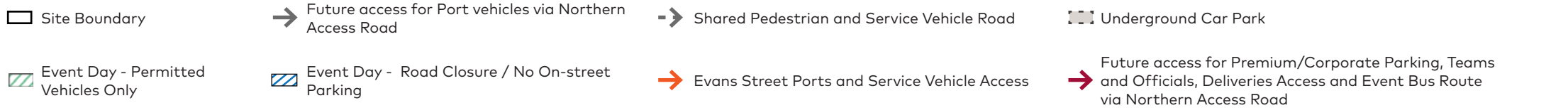


Figure 43: Proposed access and development



1.3 Proposed use and development

Transport

Proposed pedestrian access

The pedestrian network around the Stadium will be required to accommodate large volumes of patrons during ingress and egress periods associated with major events along with ensuring the safe and effective flow of pedestrian foot traffic to the Site and between transport connections.

Outside of events, pedestrian access to, within, and through the Site will be available, with restrictions limited to entry and exit from the Stadium.

Pedestrian movement is supported by through site links located along either side of the Stadium's exterior that connect to pedestrianised zones along the Northern Access Road and Evans Street.

Additionally, the distribution of pedestrian traffic from the Site will be directed towards lower traffic areas at Hunter Street, signalised intersections along Davey Street and the proposed pedestrian bridge over the Tasman Highway.

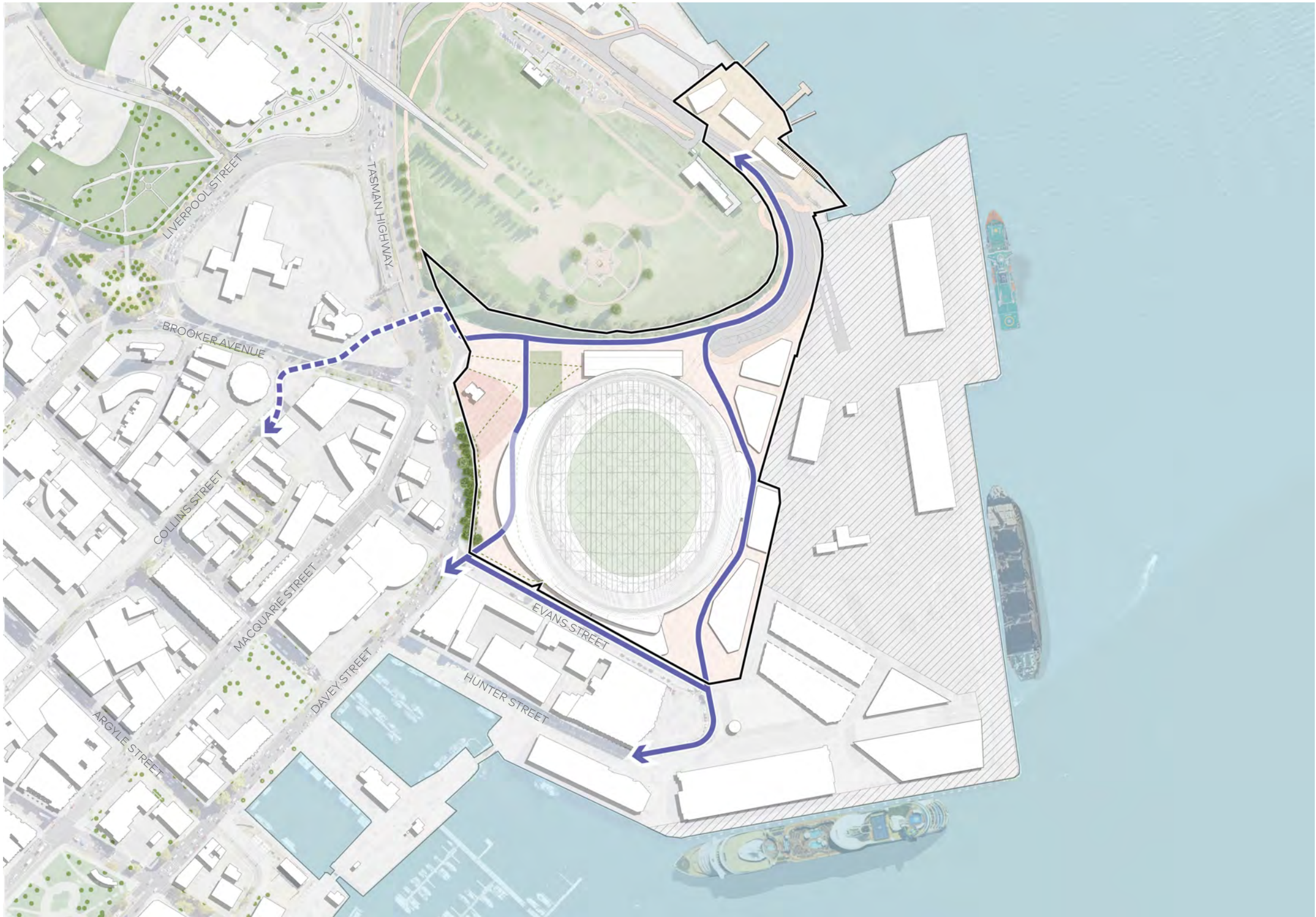


Figure 44: Pedestrian movement

Site Boundary

Pedestrian movement

Proposed Collins Street Active Transport Bridge pedestrian movement

1.4 Design and management response

Areas of natural hazard

Hobart is prone to flash flooding events characterised by shallow and fast-moving waters due to its location between kunanyi/Mt Wellington and the Derwent Estuary, stemming from heavy rainfall and/or high tides.

The Coastal Inundation risk in the adjacent diagram depicts a projected 1% AEP event in the year 2120. Coastal inundation will not impact the Site directly, though the TasPorts land to the east and Hunter Street to the south will see flooding to a depth of 1-1.5 metres.

The Hobart Rivulet does not pose a flood risk to the Site, though Collins Street (where where the rivulet is exposed), Campbell Street, Macquarie Street and Davey Street will be submerged up to two metres in a 1-in-100 year event. High velocity flows are channelled along Campbell Street through to the waterfront.

The prevailing winds in Hobart and at the Macquarie Point Site are north-westerly, experiencing additional south-easterly winds in the Summer months.

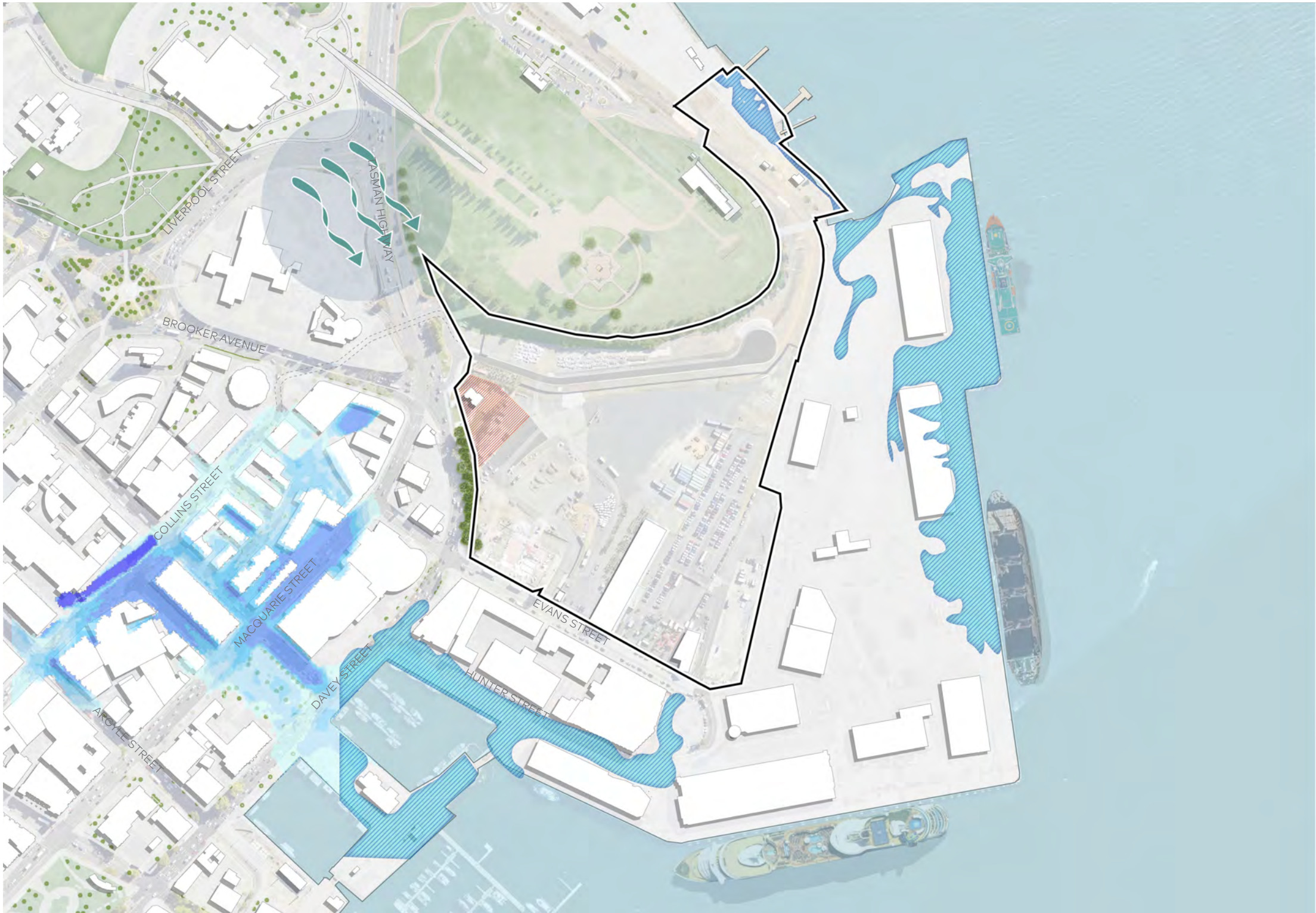


Figure 49: Areas of Natural Hazard

Site Boundary Coastal Inundation Hazard Flooding depth (1% AEP) Prevailing Wind



4.2 Urban form of Sullivans Cove

Long sections showing the location, size, bulk and design of the proposed project relative to the existing urban form



Figure 176: North east-south west section through Site, Sullivans Cove and Battery Point



1:5000 @ A3

0 50 100 200m

The proposed Stadium sits sensitively within the built context of the Hobart CBD. When viewed from the Derwent River, the Stadium harmonises with the city's skyline, and sensitively frames Sullivans Cove as its roof descends to meet the existing built form on Evans Street. The curvature of the skyline is maintained, gently descending from Battery Point, peaking at the Movenpick Hotel, and then descending again to meet the base of Queens Domain.

4.2 Urban form of Sullivans Cove

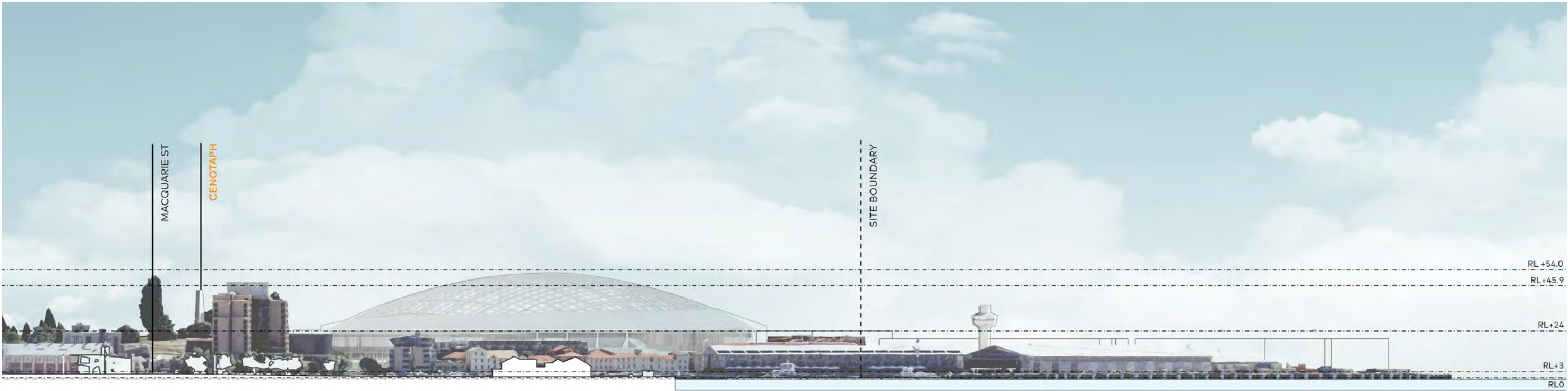
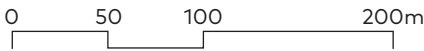


Figure 177: North west-south east section tracing Campbell Street through Franklin Wharf



1:2000 @ A3



Viewed from the southwest, the Stadium rises above the eastern edge of Victoria Dock. The design of the Stadium's roof mimics the natural contour of the land beneath the Cenotaph, and descends to meet the historic buildings on Evans Street.

The Stadium shares the skyline with the ~47m tall Hotel Grand Chancellor and the Hobart Cenotaph. The former is the largest building on the Sullivans Cove interface, and is highly prominent due to the absence of other tall buildings nearby.

4.2 Urban form of Sullivans Cove

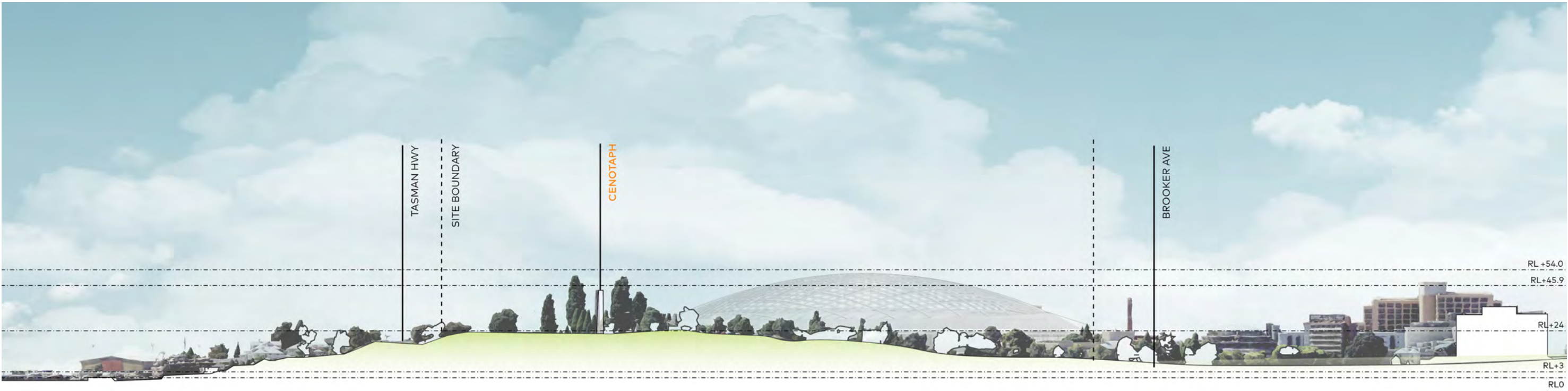


Figure 178: North east-south west section through Queen's Domain to the north of Site

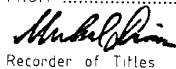


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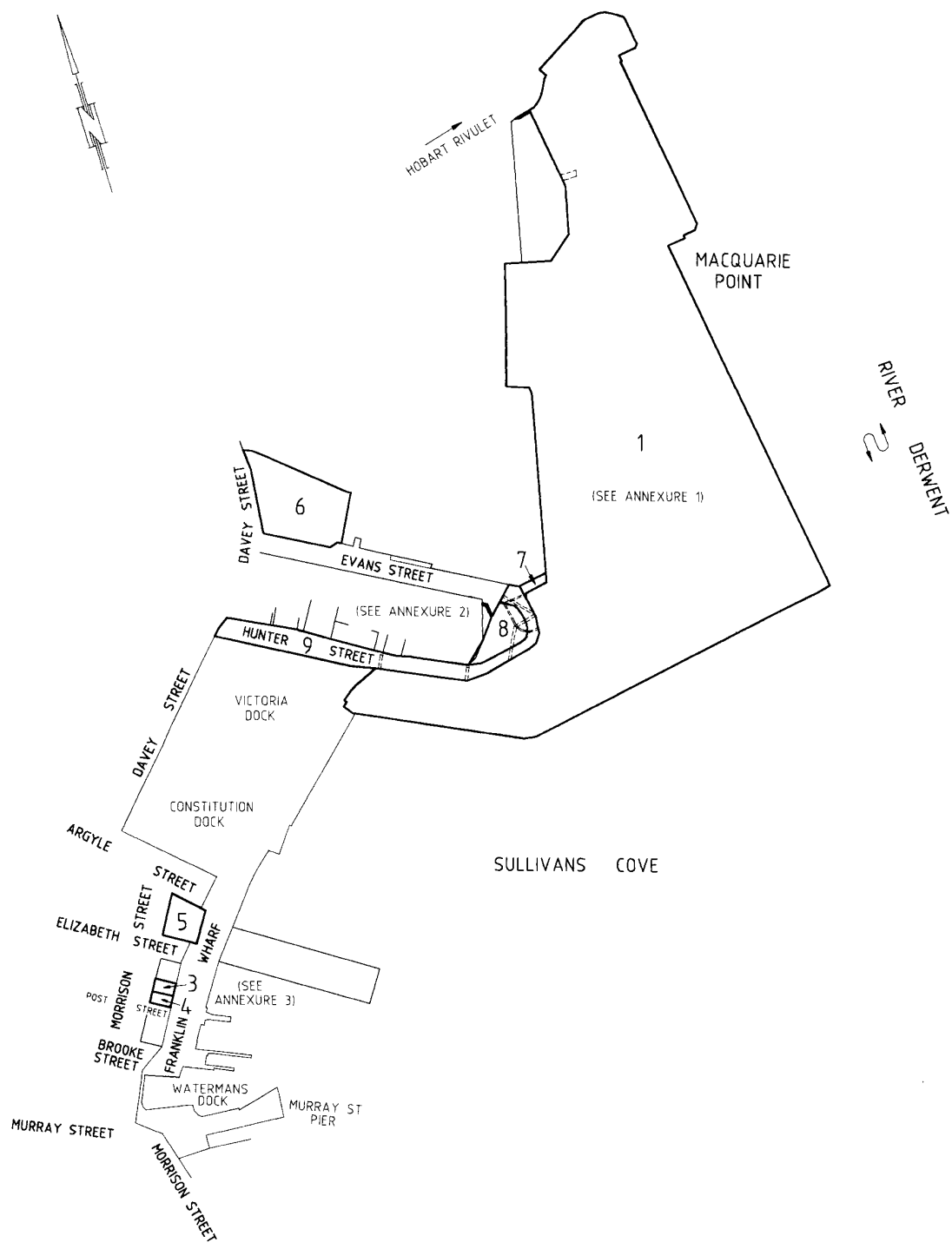
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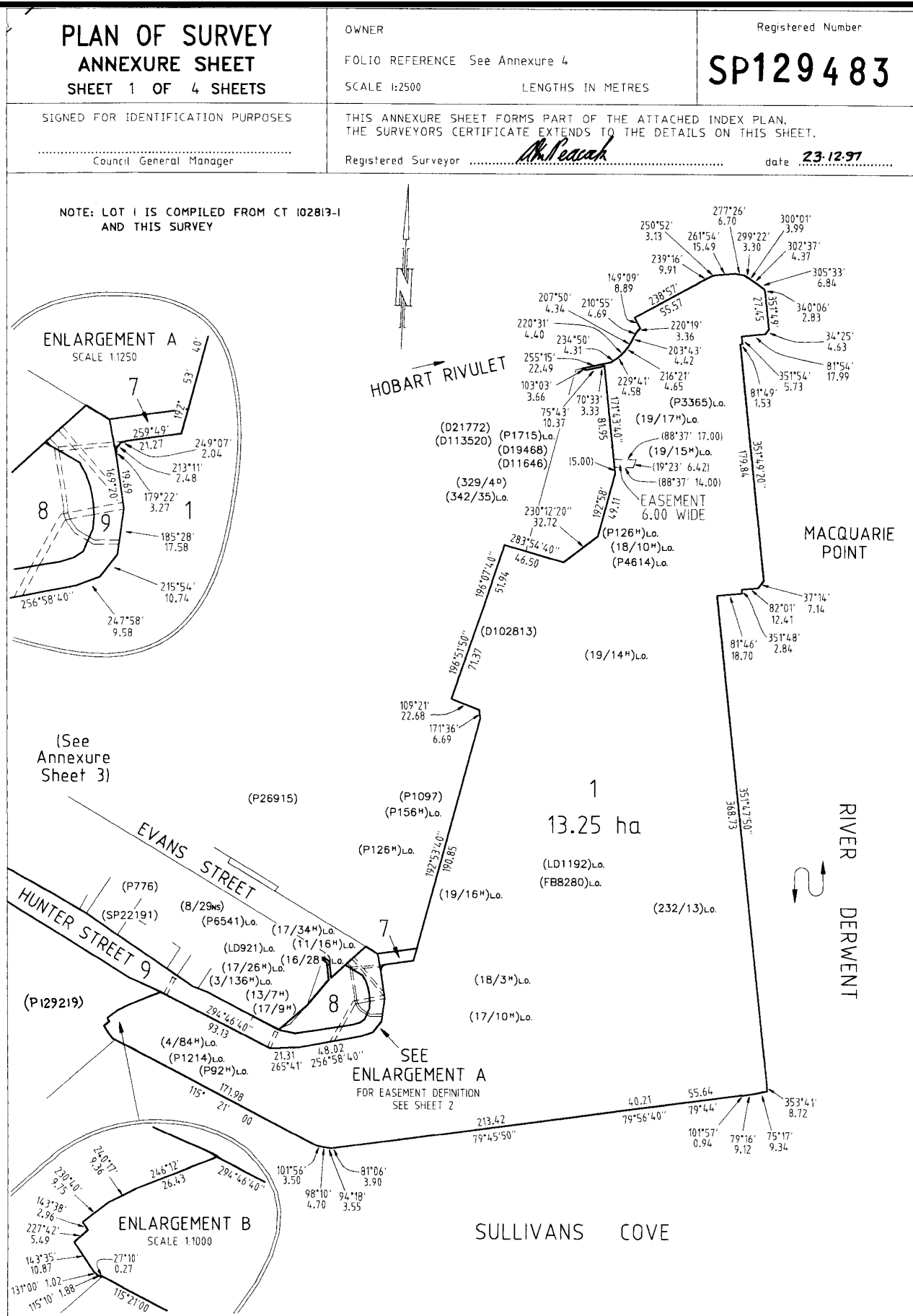
Viewed from the north, the Stadium roof emerges from the landscape of the Queens Domain and the Cenotaph land, contributing an additional rise in the skyline extending from the Tasman Highway to the Central Business District.

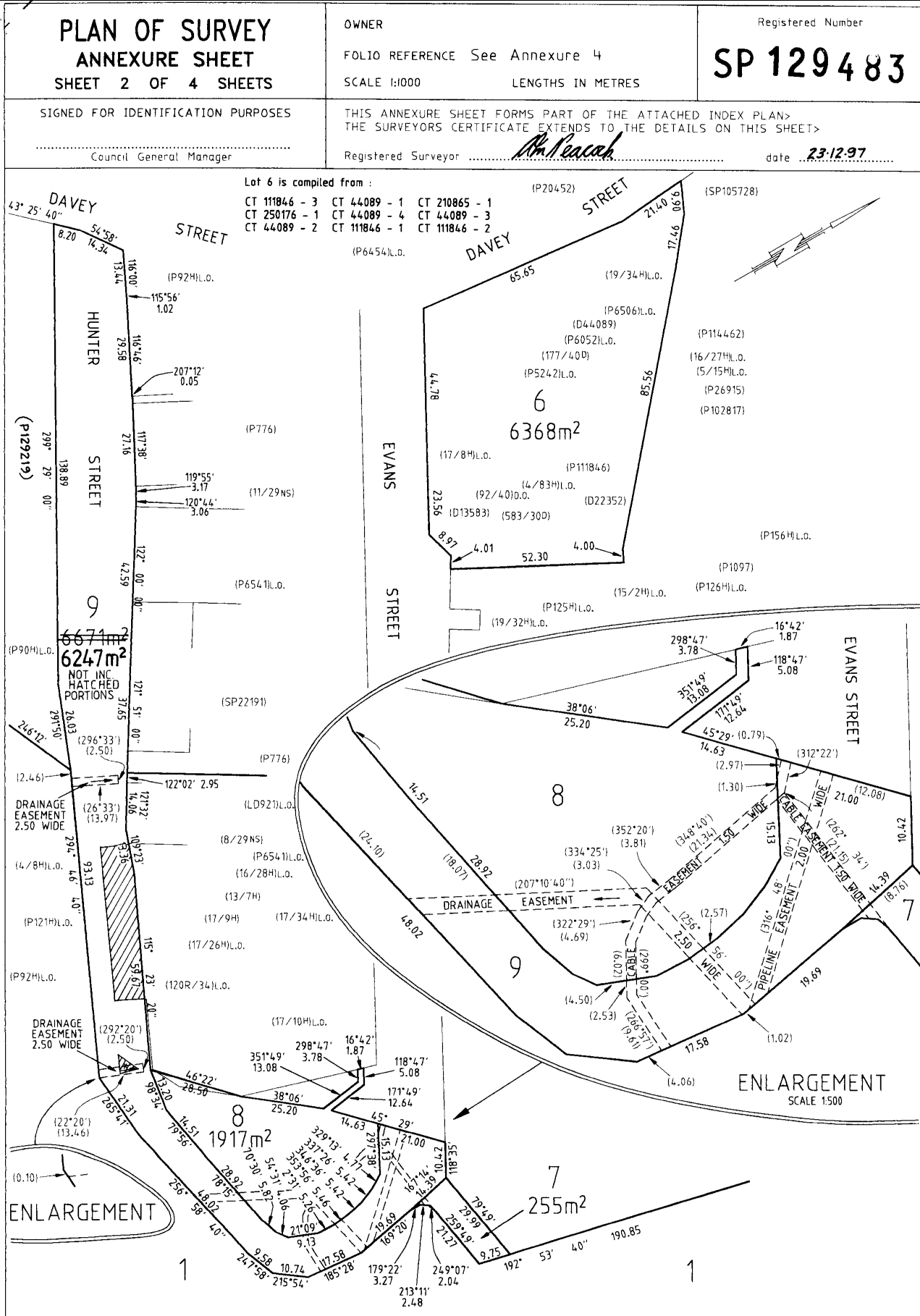
The Cenotaph and the Bridge of Remembrance frame the eastern edge of the Stadium, and the chimney of the former Hobart Gas Company the western boundary.

OWNER MARINE BOARD OF HOBART & THE CROWN FOLIO REFERENCE See Annexure 4 GRANTEE See Annexure 4		PLAN OF SURVEY BY SURVEYOR A.M. Peacock of PEACOCK, DARCEY & ANDERSON PTY LTD AUTHORIZED SURVEYORS 127 BATHURST STREET, HOBART LOCATION CITY OF HOBART SCALE 1:4000 LENGTHS IN METRES		SP REGISTERED NUMBER 129483 APPROVED EFFECTIVE FROM 21 AUG 1998  Recorder of Titles			
MAPSHEET MUNICIPAL CODE No 5225/ 114		LAST UPI No —		LAST PLAN 17/9H No D102813, P111846,		ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	

INDEX PLAN D22352, 583/300, D44089









PLAN OF SURVEY ANNEXURE SHEET SHEET 4 OF 4 SHEETS	OWNER FOLIO REFERENCE See Below SCALE LENGTHS IN METRES	Registered Number SP129483
SIGNED FOR IDENTIFICATION PURPOSES Council General Manager	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET. Registered Surveyor <i>Alfred Peacock</i> date 23-12-97	
<u>GRANTEES:</u> Part of Lot 1, 9.004 ha vested in Australian National Railways Commission. Part of 9 4/10Ps Gtd. to ^{James} Murdoch, ^{Neil Elliot} Lewis and ^{Charles William} Grant. Part of 9Ps Gtd. to ^{Charles Edward} Walch, ^{James Murdoch} & ^{Neil Elliot} Lewis. Part of 17 6/10Ps Gtd. to ^{Charles Edward} Walch, ^{James Murdoch} & ^{Neil Elliot} Lewis. Whole of Lots 39317 and 29217 Gtd. to Inter Cats Tas. P/L. Part of 0A-3R-4P Gtd. to ^{Joseph} Hone & Others. Part of 1A-2R-27P Gtd. to ^{Charity Eliza Mackay} Collins. Lot 30067 originally Gtd. to Andrew John Fawn Miller, George Murdoch and Charles Henry Grant and duly surrendered by Transfer A630853. Part of 1A-0R-12P Gtd. to Peter Murdoch Whole of 2A-0R-0P Gtd. to The Marine Board of Hobart. Whole of 1A-2R-28P Gtd. to The Marine Board of Hobart. Whole of 4A-1R-28P Gtd. to The Marine Board of Hobart. Whole of 155m² (Lot 4) vested in The Australian National Railways Commission. Whole of 3A-0R-20 9/10P Gtd. to The Marine Board of Hobart. Part of 1A-1R-4P Gtd. to The Marine Board of Hobart. Part of 2A-1R-2 6/10 P Gtd. to The Marine Board of Hobart Whole of 29 Perches Gtd. to the Mayor etc. of the City of Hobart. Part of 0A-1R-23P Gtd. to ^{Frederick Henry} F.H. Wise. Whole of 0 8/10Perches Gtd. to The Marine Board of Hobart. Whole of Lot 36148, ^{253m²} Gtd. to The Marine Board of Hobart Whole of 8/100 Perches in Sec.03 Gtd. to A.G. Webster & Others Part of 29 Perches in Sec.03 Gtd to the Tasmanian Steam Navigation Co. Whole of 22 1/2 Perches Gtd to The Marine Board of Hobart Whole of 16 1/2 Perches Gtd. to Henry Hopkins. <u>FOLIO REFERENCE:</u> Conv.10/4136, CT 208592-1, CT 208030-1, CT 252087-1, CT 26915-4, CT 102813-1, CT 210410-1, CT 197701-1, CT 111846-1, CT 111846-2, CT 111846-3, CT 250176-1, CT 210865-1, CT 44089-1, CT 44089-2, CT 44089-3, CT44089-4, CT 234975-1, CT 225093-1, Conv.13/5599 CT 210623-1, CT 248975-1, CT 248975-2, CT 232475-1, CT 220-16, 232475-2 CT208986-1		

OWNER: MACQUARIE POINT DEVELOPMENT CORPORATION FOLIO REFERENCE: 176538/2, 176538/3, 176538/4 GRANTEE: Part of Lot 1, 9.004ha vested in Australian National Railways Commission..	PLAN OF SURVEY BY SURVEYOR: JUSTIN RICHARD JOHN LEGG of VERIS AUSTRALIA PTY LTD 2/37 TASMA STREET NORTH HOBART 7000 PH 6232 0407 MOB 0409 602 598 LOCATION: CITY OF HOBART SCALE 1:2000 LENGTHS IN METRES	Registered Number SP 179192 APPROVED EFFECTIVE FROM 30 JUL 2020 <i>Justin Legg</i> Recorder of Titles																												
LOTS 2 & 3 ARE COMPILED FROM FROM SP176538 AND THIS SURVEY LOT 1, SP176538 IS BELOW LOTS 2 & 3 ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN																														
Enlargement 1 Scale: 1:500 <table border="1" style="position: absolute; bottom: 10px; right: 10px; font-size: 0.8em;"> <thead> <tr> <th>LINE</th> <th>DISTANCE</th> </tr> </thead> <tbody> <tr><td>1</td><td>16.27</td></tr> <tr><td>2</td><td>7.95</td></tr> <tr><td>3</td><td>18.77</td></tr> <tr><td>4</td><td>2.63</td></tr> <tr><td>5</td><td>10.69</td></tr> <tr><td>6</td><td>7.97</td></tr> <tr><td>7</td><td>8.17</td></tr> <tr><td>8</td><td>5.44</td></tr> <tr><td>9</td><td>2.73</td></tr> <tr><td>10</td><td>12.04</td></tr> <tr><td>11</td><td>12.11</td></tr> <tr><td>12</td><td>8.08</td></tr> <tr><td>13</td><td>5.37</td></tr> </tbody> </table>			LINE	DISTANCE	1	16.27	2	7.95	3	18.77	4	2.63	5	10.69	6	7.97	7	8.17	8	5.44	9	2.73	10	12.04	11	12.11	12	8.08	13	5.37
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12	8.08																													
13	5.37																													
<i>Justin Legg</i> Registered Land Surveyor Date: 11/6/20		SEE PLAN - RELATED DOCUMENTS. Council Delegate Date																												

SCHEDULE OF EASEMENTS

NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS
& MORTGAGEES OF THE LAND AFFECTED.
SIGNATURES MUST BE ATTESTED.

Registered Number

SP 129483

PAGE 1 OF 2 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

SEWERAGE EASEMENT

Lot 1 on the plan is subject to the exception and reservation unto the Hobart City Council all that easement vested under and by virtue of an Act of the Parliament of Tasmania entitled "The Hobart Sewerage Act 1912" through across and under the land marked "Easement 6.00 wide" within such lot.

PIPELINE EASEMENT:

Lot 1 on the plan is together with a Pipeline Easement over the Pipeline Easement 2.00 wide shown on the plan passing through Lot 9 on the plan.

Lot 9 on the plan is subject to a Pipeline Easement (appurtenant to Lot 1 on the plan) over the Pipeline Easement 2.00 wide shown on the plan.

CABLE EASEMENT:

Lot 1 on the plan is together with a Cable Easement over the Cable Easement 1.50 wide shown on the plan passing through Lots 7, 8 & 9 on the plan.

Lots 7, 8 & 9 on the plan are each subject to a Cable Easement (appurtenant to Lot 1 on the Plan) over that portion of the Cable Easement 1.50 wide shown on the plan passing through such lot.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: The Crown FOLIO REF: SP 129483 SOLICITOR & REFERENCE:	PLAN SEALED BY: DATE: REF NO. Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 179 192

PAGE 1 OF 7 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

LOT 2 on the Plan is subject to:

- (a) a Rivulet Services Easement (appurtenant to the land comprised in folio of the Register Volume 176538 Folio 1) over such part of Lot 2 that is shown marked as "Rivulet Services Easement Var. Width (SP176538)" on the Plan;
- (b) a Pipeline Easement (~~hereinafter defined~~) for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over the land marked "Pipeline Easement 10.00 Wide (SP176538)" passing through Lot 2 on the Plan; and
- (c) a Pipeline Easement for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over each of the two instances of land marked "Pipeline Easement 3.00 Wide (SP176538)" passing through Lot 2 on the Plan.

LOT 3 on the Plan is subject to a Pipeline Easement for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over the land marked "Pipeline Easement 10.00 Wide" passing through Lot 3 on the Plan.

(SP176538)

LOT 4 on the Plan is subject to:

- (a) a Rivulet Services Easement (appurtenant to the land comprised in folio of the Register Volume 176538 Folio 1) over such part of Lot 4 that is shown marked as "Rivulet Services Easement Var. Width (SP176538)" on the Plan;
 - (b) a Pipeline Easement for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over the land marked "Pipeline Easement 10.00 Wide" and "Pipeline Easement 10.00 Wide (SP176538)" passing through Lot 4 on the Plan;
- (SP176538)

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Macquarie Point Development Corporation	PLAN SEALED BY: Hobart City Council
FOLIO REF: 176538/2, 176538/3, 176534/4	DATE: 12-5-2020
SOLICITOR & REFERENCE: Office of the Crown Solicitor	PLN-19-925 & STR-20-23
	REF NO. <i>M. Anderson</i> Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 7 PAGES	Registered Number SP 179192
SUBDIVIDER: Macquarie Point Development Corporation FOLIO REFERENCE: 176538/2, 176538/3, 176538/4	

- (c) a Pipeline Easement for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over the land marked "Pipeline Easement 3.00 Wide (SP176538)" passing through Lot 4 on the Plan; and
- (d) a Drainage Right Easement (~~hereinafter defined~~) for the benefit of the Hobart City Council over the land marked "Drainage Easement Variable Width" passing through Lot 4 on the Plan.
(SP176538)

Interpretation:

"Rivulet Services Easement" means the full right and liberty for Authorised Persons to, in respect of the Easement Land, enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment for the purpose of inspecting, repairing and/or replacing as reasonably necessary the Hobart Rivulet tunnel (including any infrastructure and equipment) forming part of folio of the Register Volume 176538 Folio 1 in the case of any collapse or non-trivial damage thereto provided always that:

- (a) in exercising such rights and liberties, Authorised Persons must:
- (i) act as expeditiously as possible;
 - (ii) do as little damage to the Easement Land (including for the avoidance of doubt using all reasonable endeavours to not enter onto any buildings nor impact or adversely affect any buildings, structures and improvements (including transit infrastructure) on or under the Easement Land) as is reasonably practicable in the relevant circumstances;
 - (iii) make good any damage caused to the Easement Land to the extent that it is reasonably practicable to do so;
 - (iv) give such prior notice as is reasonable in the circumstances before seeking to enter onto the Easement Land or to exercise of the rights conferred by this Rivulet Services Easement; and
 - (v) if any part of the Easement Land includes any rail infrastructure (within the meaning of the *Rail Safety National Law (Tasmania)*) and/or any other transit infrastructure, comply with all reasonable notices and directions of the Registered Proprietor of the Easement Land relating to or affecting the rail infrastructure and/or any other transit infrastructure (including so as not to unreasonably interfere with the operation of that infrastructure and so as not to create any danger to health and safety of any person in respect thereof), and
- (b) the registered proprietors of the Easement Land ("the Owner"):
- (i) must not (except as provided for in subclause (ii)) construct, install, erect or carry out major alterations to, any building, structure or other improvement on the Easement Land without the written consent of the registered proprietor of folio of the Register Volume 176538 Folio 1 first had and obtained and only in compliance with any conditions which form such consent provided however:
 - (A) any building structure or other improvement on the Easement Land prior to the creation of this Rivulet Services Easement may remain *in situ* and will not be a breach of the requirements of subparagraph (b)(i);

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal or that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 7 PAGES	Registered Number SP 179192
SUBDIVIDER: Macquarie Point Development Corporation FOLIO REFERENCE: 176538/2, 176538/3, 176538/4	

- (B) the written consent of the registered proprietor of folio of the Register Volume 176538 Folio 1 is not to be withheld in respect of any building structure or other improvement being constructed, installed, erected or majorly altered after this Rivulet Services Easement takes effect where the Owner is able to demonstrate to the satisfaction of the registered proprietor of folio of the Register Volume 176538 Folio 1 (acting reasonably) that such building or works will not (in a non-trivial manner) damage the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1 or be reasonably likely to cause any collapse or other non-trivial damage to the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1 as a result of its subsequent use or operation;
- (ii) may, in respect of the Lot 4 Area, construct, install, use, maintain, repair and replace land transportation infrastructure (including a roadway, bike track and/or rail line) on such Lot 4 Area without the need for any prior written consent from the registered proprietor of folio of the Register Volume 176538 Folio 1 where such works (and their use) will not (in a non-trivial manner) directly damage the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1 or be reasonably likely to cause any collapse or other non-trivial damage to the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1 as a result of its subsequent use or operation; and
- (iii) must not do anything else (other than that which may be allowed by subclauses (i) and (ii)) on the Easement Land that may (in a non-trivial manner) damage the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1, and
- (c) neither the Owner nor the registered proprietor of folio of the Register Volume 176538 Folio 1 is required to fence any part of the Easement Land.

For the purposes of this definition of Rivulet Service Easement:

Authorised Persons means the registered proprietor of folio of the Register Volume 176538 Folio 1 and where the context permits and requires, the employees, agents and contractors of the registered proprietor of folio of the Register Volume 176538 Folio 1.

Easement Land means such parts of Lot 2 and Lot 4 on the Plan that are shown marked as "Rivulet Services Easement Variable Width" on the Plan.

Lot 4 Area means all of the Easement Land area existing over Lot 4 on the Plan.

"Pipeline Easement" means the full right and liberty for Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) ("TasWater") (and its successors) to, at all times in respect of that land over which a Pipeline Easement is expressed to exist (jointly and where the context requires severally, the "Easement Land"):

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 7 PAGES	Registered Number SP 179 192
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- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it to do those things permitted in subclauses (2) - (5) below, with or without machinery, vehicles, plant and equipment reasonably necessarily in respect of doing those things permitted in subclauses (2) - (6) below;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity properly associated with the operation and use of the Infrastructure;
- (3) retain, operate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) remove and replace (like for like) the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;
- (6) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and all other persons authorised by it, and with or without machinery, vehicles, plant and equipment of the type referred to in subclause (1), enter the Lot on the Plan subject to this Pipeline Easement from the highway at any then existing vehicle entry and cross that said Lot to the Easement Land following the most appropriate and reasonable access route (keeping wherever reasonably possible to formed tracks and/or roads) provided TasWater has first sought and obtained approval from the Owner for any such access (which approval must not be unreasonably withheld but may take into account safety matters and the proper operation of the Easement Land and surrounding land with any such approval also being able to be made subject to reasonable conditions (including the matters set out in clause 8)); and
- (7) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land where TasWater has similar rights and liberties.

PROVIDED ALWAYS THAT:

- (8) In exercising any of the rights and liberties referred to in clauses (1) - (7) above, TasWater must
 - (a) act as expeditiously as possible;
 - (b) not do or allow anything to be done whereby any:
 - (i) buildings, structures and improvements already existing on or under the Easement Land or any other rights over the Easement Land are adversely affected; and
 - (ii) unnecessary damage is caused to the Easement Land;
 - (c) make good all damage caused to the Easement Land and any improvements on the Easement Land and leave the Easement Land in a clean and tidy condition (including but not limited to restoring the surface of the Land as nearly as possible to its former condition) after each exercise of such rights and liberties by TasWater;

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 7 PAGES	Registered Number SP 179192
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- (d) comply with all reasonable notices and directions of the relevant registered proprietor of the Easement Land ("the Owner") concerning safety and any other relevant matter so as not to adversely interfere with the operation of the land surrounding (and including) the Easement Land (including any transportation based infrastructure) or create any danger to health and safety in respect thereof; and
 - (e) should any part of the Easement Land also be subject to another easement, act co-operatively and in good faith with any entity having the benefit of such other easement rights and to use all reasonable endeavours to ensure that neither party is adversely affected by the other exercising their easement rights over such Easement Land;
- (9) The registered proprietors of the Easement Land ("the Owner") must not, without the written consent of TasWater first had and obtained (which consent is not to be unreasonably withheld) and only in compliance with any conditions which form the consent:
- (a) (subject to clause 9(b)) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land in a manner that could damage or interfere (in a non-trivial manner) with the condition or other proper operation of the Improvements;
 - (b) install or erect any building or structure on or in the Easement Land provided however such restriction does not extend to surfacing works, roads and pathways works, installation of signage, landscaping works, fencing works and car parking works, and in respect of such part of the servient land that exists on Lot 4, any remediation works and other construction or installation works of a transportation nature, all of which works may be undertaken by the Owner where doing so will not damage or contribute to damage (in a non-trivial manner) to any of the Infrastructure in the Easement Land;
 - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;
 - (d) (subject to clause 9(b)) do any thing which will or might damage or contribute to damage (in a non-trivial manner) to any of the Infrastructure in the Easement Land;
 - (e) (subject to all other terms herein) prevent or interfere with the proper exercise and benefit of the Easement Land as allowed for by the terms of this Pipeline Easement by TasWater (or its employees, contractors, agents and all other persons duly authorised by it); or
 - (f) permit or allow any action which the Owner must not do or acquiesce in that action, it being acknowledged that any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land prior to the creation of such Pipeline Easement may remain *in situ* and will not be a breach of the requirements of this subclause (9) or allow any action to be taken under of subclause (14).
- (10) Neither the Owner or TasWater is required to fence any part of the Easement Land.
- (11) The Owner may erect a fence across the Easement Land at its boundaries.

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NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 7 PAGES	Registered Number SP 179192
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- (12) The Owner may erect a gate across any part of the Easement Land subject to these conditions:
- (a) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate (with TasWater to close and lock any such gate after use if TasWater has opened and unlocked such gate); and
 - (b) if the Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate (provided that TasWater must firstly attempt to notify the Owner of such action and again notify the Owner as soon as possible after cutting the lock).
- (13) If the Owner causes damage to any of the Infrastructure in breach of its obligations herein contained or otherwise as a result of any wrongful (including negligent) act or omission by the Owner, the Owner is liable for the actual cost reasonably incurred by TasWater in the repair of the Infrastructure damaged.
- (14) If the Owner fails to comply with of its obligations under subclause (9), without forfeiting any right of action, damages or otherwise against the Owner, TasWater may:
- (a) reinstate the ground level of the Easement Land; or
 - (b) remove from the Easement Land any building, structure or other object in place in breach of the requirements of subclause (9); or
 - (c) replace any thing that supported, protected or covered the Infrastructure as relevant.

Interpretation (for the purposes of this definition of "Pipeline Easement"):

"Infrastructure" means such pipes and ancillary equipment and infrastructure owned or for which TasWater is responsible existing in the relevant Easement Land as at 12 April 2019 associated with the passing of water and sewerage and includes but is not limited to:

- (a) any thing reasonably required to support, protect or cover any of the Infrastructure; and
- (b) where the context permits, any part of the Infrastructure.

"Drainage Right Easement" means a right of drainage as defined in Schedule 8 of the *Conveyancing and Law of Property Act 1884* (Tas) qualified by it being agreed that:

- (a) (for the avoidance of doubt) the owner of the servient land may construct, install, use, maintain, repair and replace land transportation infrastructure (including a roadway, bike track and/or rail line) on such area affected by the Drainage Right Easement without the need for any prior written consent from the Hobart City Council where such works (and their use) will not (in a non-trivial manner) directly damage any existing drainage infrastructure; and

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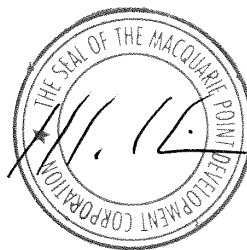
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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 7 OF 7 PAGES	Registered Number SP 179 192
SUBDIVIDER: Macquarie Point Development Corporation FOLIO REFERENCE: 176538/2, 176538/3, 176538/4	

- (b) the Hobart City Council must make good any damage caused to the Easement Land (including any infrastructure thereon of the type referred to in subclause (a)) as a result of exercising any of these easement rights to the extent that it is reasonably practicable to do so.

The seal of the Macquarie Point

Development Corporation was hereunto)
 affixed in accordance with an authorisation)
 given by its Board in the presence of:)




 Signature of witness

Greg Cooper
 Name of witness (block letters)

41 Evans St Hobart Tas 7000
 Address of witness

Public Servant.
 Occupation

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.